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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In The Matter Of The Petition Of  
The West Central Education Association  
To Initiate Arbitration Between Said  
Petitioner and Spring Valley School  
District

Decision No. 25836-A

Appearances: James H. Begalke, Executive Director, for the Association  
Richard J. Ricci, Attorney at Law, for the Employer

West Central Education Association, hereinafter referred to as the Association, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the Spring Valley School District, hereinafter referred to as the Employer. It requested the Commission to initiate arbitration pursuant to Sec. 111.70(4)(cm) 6 of the Municipal Employment Relations Act.

At all times material herein the Association has been the exclusive collective bargaining representative of certain employees of the Employer in the collective bargaining unit consisting of all regular full time and regular part-time support staff employees excluding confidential, professional, supervisory and managerial employees. The Association and the Employer have not been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the unit and this is a first contract. On February 11, 1988, the parties exchanged their proposals on matters to be included in an initial collective bargaining agreement. Thereafter the parties met on three occasions in efforts to reach an accord. They participated in mediation on September 27, 1988 conducted by a mediator from the Commission staff. On October 19 and 25, 1988. On December 19, 1988, the investigator notified the parties that the investigation was closed and advised the Commission that the parties remained at impasse.

The Commission concluded that an impasse, within the meaning of Sec. 111.70(4)(cm) 6 of the Municipal Employment Relations Act, existed between the parties with respect to wages, hours and conditions of employment affecting employees in the bargaining unit. It ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse. On January 11, 1989, the commission was advised that the parties had selected Zel S. Rice II as the arbitrator and it issued an order appointing him as the arbitrator to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

The final offer of the Association, attached hereto and marked Exhibit A, provides that if a fulltime custodian's normal work week included a Saturday or Sunday, the custodian would receive 50¢ per hour extra for the weekend portion

of the work week. The offer provides that all regular employees would receive a 30 minute duty free lunch period. It contains a provision that the summer hours for all non-instructional personnel would be as previously established during the summer of 1987 and any changes would be negotiated. The proposal provides that for salary calculations, the normal work year for secretaries would be 190 days. The proposal of the Association provides that employees could arrange a temporary unpaid leave of absence through their supervisor if there was a two week advance notification and a substitute was available. The Association's proposal provides that the Employer would pay monthly premiums not to exceed \$211.28 in the 1987-88 school year and \$250.78 in the 1988-89 school year for family coverage and not to exceed \$80.98 in 1987-88 and \$96.06 in 1988-89 for single coverage for a health insurance program, and monthly premiums not to exceed \$37.86 for the family coverage and not to exceed \$10.86 for single coverage for a dental insurance program for full time twelve month employees and school year full time secretaries. The proposal provides that effective May 1, 1989, or 30 days after the arbitration award for those employees not currently enrolled in the health insurance plan, the Employer would pay the single health insurance premium of \$96.06 for all part time employees and part time employees could apply the Employer's payment for the single health insurance premium toward the family health insurance premium. Part time employees would be eligible for family coverage or single coverage health insurance subject to the rules of the insurance carrier. The Association's proposal provides that the Employer could change health and dental insurance carriers provided the benefits are substantially equivalent or better than the plan currently in effect and the Association would be advised of any proposed change in the carrier and be given an opportunity to provide input regarding it. It proposes that a long term disability policy be provided for each employee except bus drivers and it would provide benefits that included a 90 day calendar day waiting period with 90% benefit pay out. The Association proposes a salary schedule for food service and teacher aides with a beginning step of \$4.64 per hour and \$5.32 per hour after one year, \$5.54 per hour after two years, \$6.31 per hour after three years, \$6.70 per hour after four years, and \$7.00 per hour after five years. It proposed a salary schedule for secretaries with a beginning step of \$6.37 per hour, \$6.71 per hour after one year, and \$7.05 after two years. The Association proposes a salary schedule for custodians that has a beginning step of \$7.34 per hour and a second step of \$8.15 per hour after one year. During the 1987-88 school year, each employee would be moved one step above his or her 1986-87 placement on the salary schedule and each employee would receive a minimum 5% per hour wage increase over the 1986-87 school year except that they would be on a step on the salary schedule that might be lower than the 1987-88 hourly rate. The proposal provided that for the 1988-89 school year, each employee would be moved one step above his or her 1987-88 placement and each employee would receive a minimum of 3% per hour wage increase over the 1987-88 school year except that they would be on a step on the schedule that might be lower than their 1988-89 hourly rate. The Association's proposal provides that bus drivers would receive a base pay for a.m. and p.m. routes for 180 days of \$7,076.00 during the 1987-88 school year and \$7,288.00 during the 1988-89 school year. Bus drivers would receive \$7.15 per hour during the

vides that bus drivers would receive a base pay for a.m. and p.m. routes for 180 days of \$7,076.00 during the 1987-88 school year and \$7,288.00 during the 1988-89 school year. Bus drivers would receive \$7.15 per hour during the 1987-88 school year and \$7.36 per hour during the 1988-89 school year for extra driving with a maximum to be determined for overnight trips only. No clean up time would be allowed. If the driver was on an extracurricular trip during the school day from after the a.m. route until after the p.m. route, the base pay for a.m. and p.m. routes would not be affected by the extracurricular driving and the p.m. route pay would not be deducted from the extracurricular pay. The proposal provides that tickets would be provided to the drivers for all extracurricular events and when an extracurricular trip was postponed or cancelled without notification, the assigned driver would receive \$7.15 in the 1987-88 school year and \$7.36 in the 1988-89 school year for reporting for the assignment. Kindergarten, late bus and shuttle routes would be paid \$14.70 per trip during the 1987-88 school year and \$15.14 per trip during the 1988-89 school year.

The Employer's final offer, attached hereto and marked Exhibit B, provides that the Employer would pay up to \$211.28 per month in the 1987-88 school year and \$250.78 per month in the 1988-89 school year toward the family health plan coverage and up to \$80.98 per month in the 1987-88 school year and \$96.06 per month in the 1988-89 school year toward the single health plan coverage, and \$37.86 per month toward the family dental plan coverage and up to \$10.86 per month toward the single dental plan coverage for twelve month and school year full time employees. The Employer would pay up to \$211.28 per month in the 1987-88 school year and \$250.78 in the 1988-89 school year toward the family health plan coverage and up to \$80.98 per month in the 1987-88 school year and \$96.06 per month in the 1988-89 school year toward the single health plan coverage and up to \$37.86 per month toward the family dental plan coverage and up to \$10.86 per month toward the single dental plan coverage for nine and one-half months each year for fulltime school year secretaries. Those employees would be required to pay the entire premium for the other two and one-half months for all coverages. The proposal provides that beginning April 1, 1989, part time employees regularly scheduled to work an average of at least 20 hours per week, except bus drivers, would receive a prorata amount up to \$96.06 per month toward the single health plan premium based on the number of hours worked. The Employer's proposal provides that the Employer could change the insurance carrier or self-fund health care benefits if it elected to do so provided substantially equivalent or better benefits were provided. Changing carriers could not cause increased employee contribution to the specified insurance and the Association would be advised of any prospective change in carrier. The Employer's proposal provides that no employee could make any claim against the Employer for additional compensation in lieu of or in addition to the cost of the insurance coverage because the employee does not qualify for the family plan. The Employer's proposal provides that group long term disability coverage would be provided for all employees except for bus drivers and would be no less than is presently provided. The Employer proposes a management rights provision that would give it the right to subcontract for goods and services as it deems

necessary but prohibits the subcontracting of any services being exclusively performed by the bargaining unit members prior to June 30, 1989. The Employer's proposal provides that if a full time custodian's normal work week included a Saturday or Sunday, the custodian would receive 50¢ per hour for the weekend portion of the work week. The Employer proposes that the bus drivers receive a 1987-88 base pay for the a.m. and p.m. route for 180 days of \$7,009.00. They would receive \$7.08 per hour for extracurricular driving with a maximum of \$70.82 per day. No clean up time would be allowed. A driver who was on an extracurricular trip and missed a regular a.m. or p.m. trip because of it would not be paid for that portion of the missed a.m. or p.m. trip. It provides that tickets would be provided to the drivers for all extracurricular school athletic events and lodging costs would be paid on overnight trips per district policy upon prior approval of the superintendent. In the event an extracurricular trip would be postponed or cancelled without notification to the assigned driver, the driver would receive \$7.08 for reporting for the assignment. The drivers would be paid \$14.56 per day for shuttle, late and kindergarten runs. All of the rates would be increased by 4% effective July 1, 1988. All other employees would receive an increase of 4% across the board effective July 1, 1987 and 4% across the board effective July 1, 1988.

Prior to the exchange of proposals on February 11, 1988 the support staff employees were not represented by any labor organization. Wages and working conditions were unilaterally established by the Employer. Board policies listed the employees wages, fringe benefits, and conditions of employment in the 1986-87 school year. Some items in dispute consist of previous working conditions that the Association seeks to have placed in the collective bargaining agreement between the major issue with respect to wages is whether or not there is to be a salary schedule structure. The Employer did not include any salary schedule structure in its proposal. There is also a substantial issue between the parties with respect to the amount of the Employer's payment for health insurance. Both the Employer and Association rely on a comparable group consisting of the school districts in the Dunn St. Croix conference. They are Arkansaw, Boyceville, Colfax, Elk Mound, Elmwood, Glenwood City, Pepin, Plum City, Prescott, St. Croix Central and the Employer.

#### ASSOCIATION'S POSITION

The Association argues that salary schedule structure and comparability of the overall compensation package should determine the outcome of this arbitration. It takes the position that total package comparison favor its offer whether the comparison is made with other employee groups of the employer, area unionized school district bargaining groups or employees in the Dunn - St Croix conference. It asserts that it has adjusted its salary offer to account for its proposed Employer health insurance contributions and that makes it important to compare its total overall compensation package to other settlements. The Association points out that the Employer made no ability to pay arguments and the voluntary settlements in the comparable group justify an increase exceeding the rate of increase in the cost of living. It argues that the agricultural

### EMPLOYER'S POSITION

The Employer argues that conditions in the farm economy should be given consideration in assessing the relative merits of the final offers of the Employer and the Association. It points out that its final offer provides total package costs in wage and benefit increases that exceed the increase in the cost of living. The Employer asserts that the Association's wage and insurance offer for bus drivers is not supported by one comparable in Comparable Group A. It contends that the Association's final offer on insurance benefits for school year secretaries is seriously flawed because it provides the same health and dental insurance coverage to employees who work nine and one-half months as it provides to employees who work twelve months. The Employer argues that it does not make sense to provide the same health insurance benefits to employees who work full time nine and one-half months a year that it provides to employees who work full time twelve months a year. It applies the same argument to the Association's proposal that part time employees all receive the same contribution toward health insurance regardless of the number of hours that they work in a week. The Employer contends that the Association's proposed salary schedule is a fiction in terms of format and most employees would be off the schedule because they have been "red circled" or receive special wage treatment. It argues that its retention of the right to self fund the health insurance program is a no risk cost containment measure that protects employees from any adverse consequences. The Employer objects to the Association's proposal that summer hours for all non-instructional personnel should be the same as established in 1987 because scheduling is a management right and should be dictated by work needs and not by a preordained pattern that existed one summer. It takes the position that the right to subcontract is the norm among school districts in the comparable group and would be a continuation of the status quo. The Employer argues that the outcome of this arbitration should be decided on bus driver wages and benefits, insurance benefits for school year secretaries, health insurance for part time employees and the wage offers and salary schedules.

### DISCUSSION

Both the Employer and the Association agree that the Dunn - St. Croix athletic conference is the appropriate comparable group for comparison in this matter. Arbitrators generally recognize that it is proper to compare schools in the same athletic conference with each other. The factors of geographic proximity, average enrollment, full time equivalent faculty, cost per student and income per capita of the schools in the Dunn St. Croix conference are sufficiently similar to provide a statistically valid and meaningful basis of comparison. The Association contends that the two schools of Colfax and Glenwood City are more comparable to the Employer because of their organized status. While the fact that some employees are in a bargaining unit that is represented by a labor organization does distinguish them from those who are not, it does not negate the validity of using an appropriate comparable group as a basis for comparison even though some of the employees may not be represented. This is

While the fact that some employees are in a bargaining unit that is represented by a labor organization does distinguish them from those who are not, it does not negate the validity of using an appropriate comparable group as a basis for comparison even though some of the employees may not be represented. This is particularly true in this case because only the Employer and two other schools districts in the entire comparable group have support staff employees represented by a labor organization. Two out of eleven schools in the comparable group is too narrow a basis for comparison. The statute directs that comparison be made with other employers without reference to Union representation by a labor organization.

The Association argues that prior to the 1987/88 school year the food service employees, aides and custodians had a salary schedule and the Employers proposal is designed to destroy it. The evidence establishes that the Employer had a salary schedule for part time food service employees and part time custodians aides in the 1986/87 school year that had a beginning rate of \$4.64 per hour, \$5.32 per hour after 1 year, \$5.54 after 2 years, \$6.31 per hour after 3 years, and \$6.70 per hour after 4 years. The Employer presented direct testimony that it had no salary schedule in place for either full time secretaries or full time custodians for the school years 1984/85, 1985/86, or 1986/87. Apparently there had been a salary schedule for custodians in effect during the 1983/84 school year but it had not been utilized after that year. Only the part time employees in the classifications of aide, custodian, and cook were placed on a salary schedule and only the assistant head cook was ever placed in the top step of the schedule. Since the 1984/85 school year full time custodians and full time secretaries have not been on a salary schedule and the Employer set the salaries for newly hired employees in those classifications on an individual basis.

The salary schedule proposed by the Association does not result in not a real salary schedule at all. When combined with the Association's salary proposal, it gives employees a guaranteed step increase or a percent increase whichever is greater. It would place 13 of the 18 employees in the classifications of food service employee, aide, secretary and custodian off schedule during both the 1987/88 and 1988/89 school years and two others would only be on schedule during the 1988/89 school year. Most employees would fall outside of the proposed salary schedule. The proposal would place 3 part time custodians on the food service employee and teacher aide salary schedule and 2 other employees would have individualized increases that would be off schedule.

The proposed salary schedule of the Association has no real rationale. The steps in the schedule provide for increases ranging from 4.48% to as high as 14.7%. The salary schedule was initially established by the Employer for some of its employees and it had the same disparity in the steps when it was established than it has now. There is no justification for expanding an irrational salary schedule to include additional employees when most of them will not be on it anyway. The support staff employees in Colfax and Glenwood City are represented by labor organizations and they have established salary schedu-

les for the various classifications. Colfax has a starting wage for each classification and after 6 months of employment any employee in any classification receives an increase of \$1.00 per hour. After 18 months an employee receives another increase of \$1.00. The Glenwood City salary schedule has 14 steps with a beginning rate and 3 step increases of 50 cents per hour and 10 more step increases of 25 cents per hour. Those salary schedules are different from each other but each one is consistent and has a rationale that makes sense. The wage increases from year to year maintain the salary schedule and all employees fit into their proper slots. They are true salary schedules and an employee can find out what his or her salary should be just by looking at the schedule itself. The salary schedule proposed by the Association has no consistency or rationale as far as increases at the various steps are concerned. When it is combined with the Association's wage proposal there is no way that an employee can look at it and determine what his or her wage should be and it results in most of the employees not being on the salary schedule. Uniform salary schedules are normally part of a collective bargaining agreement. They have the purpose of providing additional compensation to employees as they gain experience and guarantee that all employees in the same classification and with the same experience receive the same salary each year and the same increase each year. The Association's proposed salary schedule will not achieve either of those objectives. It increases the disparity that already exists. The Association's proposal would provide employees with increases from as little as 3% to almost 15%. The arbitrator is a firm believer in salaries schedules and is satisfied that the statutory criteria support a salary schedule that has some uniformity and is consistent. The salary schedule proposed by the Association is not uniform and not consistent. When it is combined with the wage proposal of the Association it creates disparities and eliminates any uniformity and consistency to such a degree that the Employer's proposal that includes no real salary schedule at all is more consistent with the statutory criteria than that of the Association.

The salary schedule proposed by the Association is not a continuation of the status quo. There has been no schedule in place for full time secretaries or full time custodians since the 1984/85 school year and the schedule that did exist only applied to part time aides, custodians and cooks. The Association's proposal would not establish a pattern that is consistent with any of the salary schedules in the comparable group.

The Association concedes that the other schools in the comparable group that are without a contract for the support staff do not provide a salary schedule. They argue that the key reason for employees voting to affiliate with a labor organization and bargain a contract is to maintain and improve on their current salary arrangements. It takes the position that the Employer's proposal would essentially go back to individual bargaining with the employees and destroy a salary schedule. The fact is that the Association's proposed salary schedule, when combined with its salary proposal, does not establish a salary schedule that has any meaning. The proposal expands the existing salary schedule to include employees that were not on it before and most of whom would not be on it during the two years covered by this collective bargaining agreement.

The Association argues that its economic proposal, which includes both salary increases and health insurance, compares favorably with the total economic compensation that the Employer has provided to its other employees including supervisors and teachers. It contends that its proposal provides a wage increase for the 1987/88 school year of 5.82% and an overall package increase of 6.57%. The Association takes the position that the Employer's proposal would provide a salary increase of 4.00% in the 1987/88 school year and a total package increase of 4.56%. It asserts that its 1988/89 proposal would result in a wage increase of 4.13% and total package increase of 5.70%. It asserts that the Employer's proposal would provide a salary increase of 4.00% during the 1988/89 school year and an overall package increase of 5.07%. The Employer projects its 1987/88 proposal to have a wage increase cost of 4.00% and a total package increase cost of 4.95%. It projects the Association's proposal to have a wage increase of 5.83% during the 1987/88 school year and a 7.53% total package increase. It estimates its own proposal to have a wage increase of 4.00% and a total package increase of 4.95% for the 1987/88 school year. The Employer estimates that the Association's proposal for the 1988/89 school year would have a wage increase of 3.93% and a total package increase of 6.28% while its proposal would have a wage increase of 4.00% and a total package increase of 5.67%. The Association disputes the Employers costing of its 1987/88 offer because it lists one employee as having family health and dental insurance when that employee only had single health and dental insurance. It points out the Employer assumed that all employees eligible would take the health insurance and require a contribution. The Association asserts that its figures were taken after surveying the employees involved as to whether they would take the insurance. The Employer questions the Association's method of costing, claiming it incorrectly uses the 1988 FICA rates for the 1986/87 school year and incorrectly uses 1986 long term disability rates for the 1987/88 school year. The Association and the Employer disagree on a number of salary and fringe benefit rates. Even if the Association costing methods are used, the Employer's offer most closely approximates the increase in the consumer price index. In 1987 the consumer price index increased by 3.70%. The Association estimates that the Employer's proposal has a total package increase of 4.56% and its offer has a total package increase of 6.50%. Using those figures, the Employer's offer is closer to the increase in consumer price index than the Association's offer. In 1988 the consumer price index increased by 4.40%. The Association estimates the Employer's offer has a total package increase of 5.07% and its proposal has a total package increase of 5.70%. The Employer's proposal has a total package increase during the 1987/88 school year and the 1988/89 school year that is closer to the increase in the consumer price index, regardless of whether the Association's estimate or the Employer's estimate of the cost is used.

The Association claims that its total package offer is reasonable when compared to the 1987/88 and 1988/89 settlements with other employee groups of the Employer. Non-Represented support staff received total economic package increases averaging 9.37% in the 1987/88 school year and 14.02% in the 1988/89 school year. The district administrators received total package increases of 8.53% in the 1987/88 school year and 7.93% in the 1988/89 school year. The



Employer's teachers received a 8.30% total package increase in the 1987/88 school year and a 7.25% increase in the 1988/89 school year. The average total package increase for those three groups of employees was 8.73% in the 1987/88 school year and 7.90% in the 1988/89 school year. While the comparison of the wage increases of the employees represented by the Association is a valid comparison under the statute, a comparison with other employees in the area performing the same kind of work has more impact. The Association suggests that total package increases in the comparable group are closer to its offer than that of the Employer. The average total economic package settlement in the comparable group for the 1987/88 school year resulted in a 6.97 increase in the total package cost. The Association's proposal of a total package increase of 6.57% is closer to the average in the comparable group than the Employer's offer of 4.56%. The 1988/89 total package settlements in the comparable group resulted in an average increase of 7.19%. The Association's final offer of 5.70% is closer to the average for the 1988/89 school year than the Employer's proposal of 5.07%.

The Employer's proposal would give its custodians an average wage of \$7.17 per hour for the 1987/88 school year. The average minimum wage for custodians in the comparable group is \$6.06 and the average maximum wage is \$8.95. The Employer's proposal for the 1988/89 school year would provide its custodians with an average wage of \$7.46 per hour. The average minimum wage for custodians in the comparable group for the 1988/89 school year is \$6.06 and the average maximum wage is \$8.56. The Employer's proposal would provide an average wage for custodians of \$7.17 in the 1987/88 school year and \$7.46 in the 1988/89 school. Its average wage falls at about the middle of the minimum/ maximum range for the comparable group. The Employer's proposal would provide its teacher aides with an average salary of \$6.17 per hour in 1987/88 school year and \$6.42 per hour in the 1988/89 school year. The average minimum wage in the comparable group for the 1987/88 school year was \$5.80 and the average maximum was \$7.06. For the 1988/89 school year the average minimum wage for teacher aides was \$5.89 and the average maximum was \$7.50. The Employer's average wage for teachers aides of \$6.17 in the 1987/88 school year and \$6.42 in the 1988/89 school year falls with the minimum/maximum range for the comparable group. The Employer's proposal would provide the food service employees with an average wage of \$7.13 per hour in the 1987/88 school year and \$7.41 in the 1988/89 school year. The average minimum wage for cooks in the comparable group in the 1987/88 school year was \$5.52 and the maximum was \$6.93. The average minimum wage for cooks in the 1988/89 school year for the comparable group was \$5.41 and the average maximum was \$6.84 per year. The Employer's average wages for food service employees of \$7.13 per hour in the 1987/88 school year and \$7.41 in the 1988/89 school are well above the average maximum for the comparable group. The Employer's proposal would provide an average salary for secretaries in the 1987/88 school year of \$6.97 and for the 1988/89 school year it would be \$7.26 per hour. The average minimum wage in the comparable group for the 1987/88 school year was \$6.64 and the average maximum wage was \$7.73. The average minimum wage for the 1988/89 school year in the comparable group was \$6.19 per hour and the average maximum was \$7.67 per hour. The Employer's average wage for secretaries of \$6.97

per hour in the 1987/88 school year and \$7.26 per hour in the 1988/89 school year fall within the minimum/maximum range for the comparable group. The Employer's proposal places its employees in a competitive wage position with the other schools in the comparable group. The evidence indicates that the Employer's wage offer is competitive with salaries for employees doing similar work in the comparable group and provides a uniform across the board percentage increase to employees.

Comparison of bus driver salaries indicates that there is only \$67.00 a year difference between the proposal for the base pay of the bus drivers in the 1987/88 school year and \$1.00 a year difference for the 1988/89 school year. Those differentials are not significant.

The primary issue between the parties is the Employer contribution toward the employees health insurance. The Union's proposal would pay the full health and dental premium for all secretarial employees for the entire year regardless whether they worked nine and one half months or twelve months. The Employer would continue the existing practice of paying full insurance premium for secretaries for the time they are regularly employed. Those secretaries who work nine and one half months per year would have their health insurance premiums paid for nine and one half months per year and those employees who worked twelve months would have their insurance premiums paid for the entire year. Another health insurance issue involves the Employer's contribution for part time employees. The Association offer would require the Employer to pay the full amount of the single premium or \$96.06 per month for all part time employees ( including bus drivers) effective May 1, 1989 or thirty days after the arbitration award. The Employer proposes to continue the current practice of paying a pro rata share of the single health insurance premium of \$96.06 for all employees except bus drivers who work an average of at least 20 hours a week. The major difference between the two proposals is that the Association would require the Employer to pay all of the single premium health insurance for any part time employee including bus drivers regardless of the number of hours the employee works during a week. That proposal would result in a major expansion of the insurance program that now exists. The Employer's insurance proposal for part time employees is consistent with the schedule of insurance coverage for support staff in the comparable group. Five school districts in the comparable group provide health insurance to full time custodians and clericals only. Three other school districts pay for health insurance for custodians and clerical employees based on the number of hours worked or the number of months worked during the school year. Only two schools provide health insurance coverage for custodians and secretaries similar to the Association's proposal of single premium coverage for all part time employees, and one of those districts limits it to part time secretaries only. No school district in the comparable group pays the full single health insurance premium for food service and teacher aide positions. Only one school district provides health insurance coverage for all full time food service employees and two school districts provide no health insurance coverage at all for food service employees. Only one school district in the comparable group provides insurance coverage for full time and part time teacher

aides. Seven school districts provide no health insurance coverage at all for teacher aides. While there is no uniformity in the provision of health insurance benefits for part time employees, there is one common denominator. None of the schools provide the same level of health insurance benefits across the board to all part time support staff regardless of hours worked or job classification. The Association's request for the same blanket coverage for all part time support staff and for bus drivers is clearly not supported by the comparables. The Union's proposal would result in a major expansion of the insurance program above and beyond the health insurance coverage that has been provided by the Employer in the past and well in excess of the pattern of coverage provided by the comparable group. The Employer's proposal to provide health insurance coverage for full time employees and pro rata coverage for all other part time employees except bus drivers is consistent with the pattern in the comparable group. The Employer's proposal to pay no part of the premium for health insurance for bus drivers is consistent with the practice in all other school districts in the comparable group.

The Association argues that in comparing its proposal and that of the Employer with the comparable group, the increases in the total compensation package for the school districts in the comparable group must be emphasized. The average percentage wage increase for the 1987/88 school year in the comparable group was 5.58% compared to the Employer's proposal of a 4.00% increase and the Association's proposal of a 5.82% increase. The average total package increase in the comparable group was 6.97% compared to the Employer's proposal of a 4.56% total package increase and the Association's proposal of 6.57%. For the 1988/89 school year the average wage increase in the comparable group was 4.90% compared to the Employer's proposal of 4.00% wage increase and the Association's proposal of a 4.13% increase. The average total package increase for the 1988/89 school year was 7.19% in the comparable group compared to the Employer's proposal of a 5.07% total package increase and the Association's proposal of 5.70% increase. The Association's proposal for both the wage increase and the total package increase is closer to the average of the comparable group for each year than the Employer's proposal. Its proposal for wage increases and total economic package increases is also closer to the increases given by the Employer to its other district employees groups. Unorganized support staff employees of the Employer received total economic package increases averaging 9.37% in the 1987/88 school year and 8.63% in the 1988/89 school year. The Employer's administrators received total package increases of 8.53% in the 1987/88 school year and 7.93% in the 1988/89 school year. The Employer's teacher bargaining group received an 8.30% total package increase in the 1987/88 school year and 7.25% in the 1988/89 school year. The Association points out that its proposal seeks less than what other district's employees received in economic improvements for the 1987/88 and 1988/89 school years and its proposed total package increase is closer to the pattern of settlements in the comparable group. The Employer contends that the comparison of the wages of the support staff personnel to managerial personnel and teachers is not proper. The statute permits comparison of wages with other public employees as well as with employees in the same classifications and the comparison is not improper. However arbitrators generally give more weight

the comparable group who are performing the same type of services, the Association's proposal, on its face, would be closer to the increases given to those employees in the comparable group than would the Employer's proposal. However it should be noted that the Association's final offer does not "kick in" the part time employee health insurance premiums until May 1, 1989 or 30 days after the arbitration award. Accordingly the costing of the Association's final offer for the 1988/89 school year only reflects insurance coverage for part time employees for a two month period. In the 1989-90 school year all part time employees would be eligible for single coverage for the full the year. The actual cost of providing health insurance to part time employees for an entire year would be \$28, 825.00. The Association's offer is considerably more costly if the impact of providing insurance for part time employees on a year round basis is considered. Adoption of the Association's final offer would have a high cost impact for the Employer. The Association's insurance implementation date is just two months before the end of the collective bargaining agreement so the full cost of the Association's offer is not reflected in the total costing. In terms of overall improvement for employees the Association's final offer would provide a 13.73% lift in salaries and benefits for the 1988-89 school year which is well above the average lift for of the comparable group, even though the total increase in costs for the school year is less.

The Association proposal would place in the collective bargaining agreement a provision that all employees receive a 30 minute duty free lunch period. A 30 minute duty free lunch period is an existing working condition and was part of the Employers support staff policy for the 1986/87 school year. The Association asserts that without the contractual language the Employer may change that benefit unilaterally. The evidence indicates that the Employer anticipates no change in the provision allowing for a duty free lunch period. It is a condition of employment that the Employer has provided the Employees in the past and there is no evidence that would justify changing it. There is no compelling reason for not maintaining this basic working condition. Accordingly the Arbitrator finds that the Association's proposal with respect to the duty free lunch period is preferred to that of the Employer.

The Association desires to continue the summer work hours as arranged in the past. The evidence indicates that the Employer anticipates no change in the previous practice but does not want to bargain with the Union in the event that it seeks to change the summer hours. The summer hours of work hour are a proper subject of bargaining and a work schedule is a significant goal of all employees. The Employer has to followed the same practice in the past and has demonstrated no need for a refusal to include such a provision in the collective bargaining agreement that would continue this basic employee working condition. Accordingly the Arbitrator finds that the Association's proposal that the collective bargaining agreement include a provision requiring the Employer to continue the summer work hours as arranged in the past is preferable to the Employer's position that it has the right to change those work hours without having to negotiate with the Association.

Employer's position that it has the right to change those work hours without having to negotiate with the Association.

The Association proposes that the annual salary for school year secretaries be computed on 190 days and any time in excess of 190 days be computed on a time card and paid at the hourly rate. The evidence indicates that the Employer does not anticipate changing the existing condition which has been in effect for a number of years but it does not want the provision in the collective bargaining agreement. Without such a provision being included in the protective bargaining agreement there is no way that the employees can be assured of the amount of work they will be required to do in order to earn their annual salary. It is traditional for employees to know the number of days or hours they will have to work in order to receive any salary. The Employer's proposal would give it the right to require school year secretaries to work more than 190 days and it would not have to pay them for time in excess of that number of days. There is no rationale that would support the Employer's position and the proposal of the Association is consistent with not only the past practice but the practice of other employers in the comparable group.

The Union proposes a temporary leave provision be placed in the collective bargaining agreement that would continue the existing practice. The Employer presented no evidence for excluding such language from the collective bargaining agreement other than a statement that it wants the discretion to do as it desires. There is no basis for the Employers position.

The Association proposes language for the collective bargaining agreement with respect to the health insurance carrier similar to that in the 1988-90 agreement that the Employer has with its teachers. The Association represents both the teachers and the support staff and contends that it is in the interest of both it and the Employer to have the same language. The Employer's proposal would permit self funding of the health insurance. The Arbitrator is satisfied that there is no reason why the Employer should not be permitted to self fund it's insurance program as long as it agrees to provide substantially equivalent or better benefits. The reality is that the Employer will probably not ever self fund the support staff health insurance program unless it also is permitted to self fund the teachers program. In an age of sharply escalating health care premiums there's no reason why the Employer should not have the right to participate in a self funded health insurance program that might result in some savings to it.

The Employer proposes to change the 1986/87 board policies that have been followed for the 1987/88 and 1988/89 school year. It would place a maximum of \$70.82 per day on a bus drivers salary even if the number of hours worked exceeded 10. The old policy did not deduct from a drivers base pay for an a.m. or p.m. route if a driver was on an extracurricular trip. It was initiated to encourage drivers take field trips. No evidence was presented that would indicate the old policy created any problems or needed to be changed. The Employer's proposal does not include providing tickets to all extracurricular school events but limits it to the provision of tickets for athletic events.

This is contrary to the long standing policy of providing tickets to drivers for all extra-curricular events. No evidence was presented that would justify eliminating the working condition that has existed for many years.

The Employer proposes to add a provision to the collective bargaining agreement allowing it to subcontract for goods and services. In the past there has been no subcontracting by the Employer and the support staff policy made no mention of it. Only one school district in the comparable group prohibits subcontracting. Accordingly it would appear that a comparison with the comparable group supports the Employers position. No other evidence was presented by either party that would support the position of the Employer or the position of the Association.

No evidence was presented that would justify changing any of the existing working conditions. There was no evidence of any abuse by the employees and the working conditions were unilaterally established by the Employer without bargaining with the Association. The Employer's position is that it should be permitted the freedom to exercise basic management rights. The fact is that the Employers position reflects an unwillingness to bargain over working conditions that have a great impact on the employees. In its presentation to the Arbitrator the Employer presented no evidence that would justify not incorporating the existing working conditions into the collective bargaining agreement. Its only argument was that it wanted to have the discretion to change those working conditions as it saw fit without ever bargaining with the Association about it. The whole concept of a labor agreement contemplates bargaining conditions of employment and including them in the collective bargaining agreement. Sometimes it is not necessary to include all conditions of employment in the collective bargaining agreement because it is understood by the parties that the practices will be continued. The Employer's proposal does not offer the assurance that the existing conditions of employment will be continued. In fact the Employer specifically stated that it wants to have the discretion to change them without having to bargain with the Association about it. The existing conditions of employment are normally and traditionally included or made part of the collective bargaining agreement in the absence of evidence that would justify changing them or not including them.

The Association asserts that the major issue between the parties is whether or not there is to be a salary schedule structure. It points out that the parties are only \$5,410.00 apart on wages over a two year period. The Employer proposes no salary schedule but wants to retain the right to unilaterally determine what the starting wage for each employee will be without regard to any salary schedule. The position of the Employer is untenable. It flies in the face of every basic concept of collective bargaining. However, a salary schedule should have some rationale that justifies it. The one that the Union proposes to continue for some employers and expand to include others was established by the Employer on a unilateral basis. It contains 6 steps and the increments vary from a low of 22¢ per hour to as high as 77¢ per hour with no regular progression. No rationale was ever presented to justify a salary sche-

dule of that sort. The Union proposes to have the Arbitrator not only endorse such a salary schedule but expand it to include part time custodial employees. There was a 2 step salary schedule for full time custodians until 1986 but the Employer unilaterally eliminated it. The Association proposes a 2 step salary schedule for full time custodians with an .81¢ differential between the first and second step. No evidence was presented to justify the step differential. The secretarial classification has never had a salary schedule in the past. The Association proposes a new 3 step schedule. It has a .34¢ differential between each of the steps. On it's face the salary schedule for secretaries makes sense and it has a rationale about it that merits consideration. The Association points out that by freezing the 1986/87 employee salary schedule placement and not allowing step advancement, a new employee could receive the same or more salary than a 2 year employee. It points out that there is a potential for abuse because new employees maybe hired at a higher rate than people with experience already within the system. Those assertions of the Association have validity and point up the weakness of the Employers position. A salary schedule with appropriate steps based on experience and some rationale behind the increments is desirable and should be part of the collective bargaining agreement. However the Arbitrator is unwilling to endorse a salary schedule such as that proposed by the Association for the teachers aides, food service employees and part time custodial employees when it is part of a proposal that includes a salary increase that would result in 13 of the 18 employees in the bargaining unit being off schedule because the employees are guaranteed a step increase or a percent increase in salary, which ever is greater. The proposal would permit an employee to move up the salary schedule and still receive a higher hourly rate than is provided by the schedule. Obviously that is no schedule at all and the statutory criteria do not support it.

The Association's economic proposal on its face seems to be reasonable. It's proposed increase of 5% and 3% will provide almost the same wage increase over the two years as proposed by the Employer. The major difference between the two proposals is the added cost of maintaining the salary schedule and paying the increments proposed by the Association. The percentage of increase in the economic package for each of the two years of the collective bargaining agreement is not unreasonable. However the increases resulting from the insurance proposal of the Association do not reflect the actual lift in the amount insurance benefits that part time employees would receive as a result of the Association's proposal. The economic impact will not be felt until the next collective bargaining agreement and disguises the real cost of the Association's proposal. The wage offer for bus drivers proposed by the Employer and the Association are fairly close but when the added cost of the health insurance proposed by the Association is considered there is a substantial difference that would have great economic impact on the Employer in the next collective bargaining agreement.

A quick review of the Association's proposal, without making an analysis of its impact, would indicate that it comes closer to meeting the statutory criteria than the proposal of the Employer. It contains a salary schedule and provides a reasonable wage increase. It seeks to preserve working conditions that

have been in place for years and there is no evidence that they should be changed. However a close analysis of the proposal indicates to the arbitrator that the salary schedule, when combined with the proposed salary increase, does not provide a reasonable system of compensation. It does not put the employees on a schedule and is not designed to get them on one. The insurance proposal of the Association for part time employees is not related to the number of hours of work they performed and is a radical departure from the pattern of the comparable group. It carries significant cost implications that will not be completely realized until the next collective bargaining agreement.

The Employer's proposal contains no salary schedule and that is its weakness. It does provide a uniform increase in wages to each of its employees. The Employer's insurance proposal continues the insurance program that has existed in the past and pays premiums for part time employees in the classification of teachers aides, food service employees, and custodians based on the number of hours they work. It continues the practice of not paying the health insurance premiums for bus drivers and paying the health insurance premiums of secretaries for the period of their regular employment. Another weakness of the Employer's proposal is the refusal to incorporate into the collective bargaining agreement those working conditions that have existed in the past and which are not unreasonable. The Employer's expressed desire to retain discretion to change working conditions without bargaining with the Association emphasizes the unreasonableness of its position.

Because of the flaws in each of the proposals it is difficult to determine which one best meets the statutory criteria. Neither one addresses the issue of a salary schedule in a realistic manner. The Employer's proposal ignores basic working conditions and does not guarantee them for the term of the agreement. The Association's proposal seeks to expand the insurance program to provide a level of coverage well above that offered to support staff in the comparable group. The Employer's proposal provides a uniform wage increase to all employees. That feature will give an immediate benefit to all employees on a retroactive basis and they can sit down at the bargaining table and negotiate a new agreement with a realistic salary schedule and a wage increase that does not disrupt it. The agreement should spell out the basic working conditions that now exist or which ought to be established. Under those circumstances the parties might be able to reach agreement on improvements in the insurance program that will address the needs of the employees without unduly inflating the Employer's costs.

It therefore follows from the above facts and discussion there on that the undersigned renders the following.

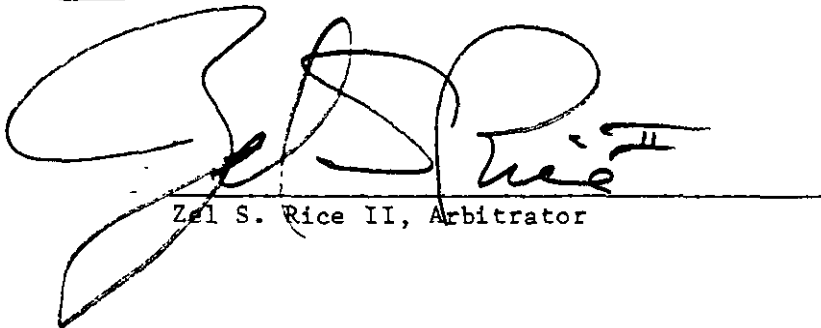
#### AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive examination of the exhibits and briefs of the parties, the arbitrator finds that the Employer's final offer more closely adheres to the



statutory criteria than that of the Association and directs that the Employer's proposal contained in Exhibit B be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this 5<sup>th</sup> day of May, 1989.



Zel S. Rice II, Arbitrator

DEC 12 1988

WISCONSIN DEPARTMENT OF  
REGISTRATION AND LICENSING

Name of Case: Spring Valley School District

Case 17 No. 41177 INT/ARB-5045

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer from the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

12/8/88

(Date)

James Begalle

(Representative)

On Behalf of: West Central Education Association

\_\_\_\_\_

FINAL OFFER  
1987-89  
WCEA-SPRING VALLEY SUPPORT STAFF UNIT

1. ARTICLE XI - HOURS OF WORK:

H. If a full time custodian's normal work week includes a Saturday or Sunday, the custodian will receive 50¢ per hour extra for the weekend portion of his/her work week.

2. ARTICLE XI - HOURS OF WORK:

G. All regular employees shall receive a thirty (30) minute duty free lunch period.

3. ARTICLE XI - HOURS OF WORK:

I. The summer hours for all non-instructional personnel will be as previously established during the summer of 1987 and any changes will be negotiated.

4. ARTICLE XI - HOURS OF WORK:

J. For salary calculation the normal work year for secretaries will be 190 days.

5. ARTICLE XII - ABSENCES:

E. Temporary Leave:

A temporary unpaid leave of absence may be arranged through the supervisor provided there is a two (2) week advance notification and a substitute is available.

6. ARTICLE XV - INSURANCE:

A. Health and Dental Insurance:

1. For full time twelve month employees and school year full time secretaries the School District will pay monthly premiums not to exceed \$211.28 in 1987-88 and \$250.78 in 1988-89 for family coverage, and not to exceed \$80.98 in 1987-88 and \$96.06 in 1988-89 for single coverage for a Health Insurance Program and the monthly premiums not to exceed \$37.86 for family coverage and not to exceed \$10.86 for single coverage for a Dental Insurance Program.

Effective May 1, 1989, or thirty (30) days after the arbitration award for those employees not currently enrolled in the health insurance plan, the School District will pay the single health insurance premium or \$96.06 for all part time employees.

Part time employees may apply the District payment for the single health insurance premium toward the family health insurance premium.

Part time employees will be eligible for family or single health insurance, subject to the rules of the insurance carrier, with the premiums to be paid as specified in this section of the contract.

2. The District may change health and dental insurance carriers provided the benefits are substantially equivalent or better than the plan currently in effect. The WCEA shall be advised of any perspective change in carrier and be given an opportunity to provide input regarding any proposed change.

- B. A group Long Term Disability policy will be provided for each employee except bus drivers. This plan shall provide benefits which shall include a 90 calendar day waiting period with 90% benefit payout.

7. ARTICLE XX - WAGES:

FOOD SERVICE & TEACHER AIDES<sup>1</sup>

Step

0	4.64
1	5.32
2	5.54
3	6.31
4	6.70
5	7.00

SECRETARIES

Step

0	6.37
1	6.71
2	7.05

CUSTODIANS<sup>2</sup>

Step

0	7.34
1	8.15

For 1987-88 each employee shall be moved one step above their 1986-87 placement. Each employee will receive a minimum of 5% per hour wage increase over 1986-87, except they will be on a respective step on the schedule, even though that may be lower than their 1987-88 hourly rate.

For 1988-89 each employee shall be moved one step above their 1987-88 placement. Each employee will receive a minimum of 3% per hour wage increase over 1987-88, except they will be on a respective step on the schedule, even though that may be lower than their 1988-89 hourly rate.

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<sup>1</sup>Includes positions of Karen Keck, Barb Helgeson, and Linda Stark

<sup>2</sup>Darwin Litzell and Steve Lynum will be placed at the top step in 1988-89 with one-half the increase paid in 1987-88 and one-half in 1988-89

8. ARTICLE XXI - BUS DRIVERS SALARY - 1987-88 & 1988-89

1. Base pay for A.M. & P.M. routes for 180 days:

1987-88	=	\$7,076
1988-89	=	\$7,288

2. \$7.15 (1987-88) and \$7.36 (1988-89) per hour for extra driving with a maximum to be determined for overnight trips only. No clean-up time is allowed and the \$7.15 hour rate is effective for the 1987-88 school year and \$7.36 hour rate for the 1988-89 school year.

If a driver is on an extra curricular trip during the school day (from right after the A.M. route until after the P.M. route) his/her base pay for A.M. and P.M. routes will not be affected by his extra curricular driving (i.e. the P.M. route pay will not be deducted from his/her extra curricular pay).

4. Tickets will be provided to the drivers for all extra curricular events.
6. In the event an extra curricular trip is postponed or cancelled without notification to the assigned driver, the driver will receive \$7.15 in 1987-88 and \$7.36 in 1988-89 for reporting for the assignment.
7. Kindergarten, late bus, and shuttle routes to be paid \$14.70 per trip in 1987-88 and \$15.14 per trip in 1988-89.

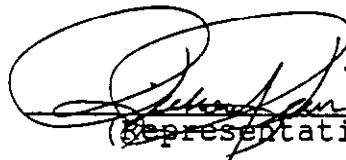
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Name of Case: Spring Valley School DistrictCase 17 No. 41177 INT/ARB-5045

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

December 9, 1988

(Date)

(Representative)On Behalf of: Spring Valley School District200 Sabin Street, Spring Valley, WI 54767

DEC 12 1988

WEST CENTRAL EDUCATION ASSOCIATION  
FOR THE COMMISSION

FINAL OFFER  
OF  
SPRING VALLEY SCHOOL DISTRICT  
TO THE  
WEST CENTRAL EDUCATION ASSOCIATION  
FOR THE  
SUPPORT STAFF  
FOR A  
1987-88 COLLECTIVE BARGAINING AGREEMENT

ARTICLE - INSURANCE

The District agrees to pay toward health plan coverage for employees pursuant to the following schedule:

- A. Twelve-month and school-year, full-time employees: up to \$211.28 per month in 1987-88 and \$250.78 in 1988-89 toward the family health plan coverage and up to \$80.98 per month in 1987-88 and \$96.06 in 1988-89 toward the single health plan coverage in addition to up to \$37.86 per month toward the family dental plan coverage and up to \$10.86 per month toward the single dental plan coverage.

For full-time school year secretaries: up to \$211.28 per month in 1987-88 and \$250.78 in 1988-89 toward the family health plan coverage and up to \$80.98 per month in 1987-88 and \$96.06 in 1988-89 toward the single health plan coverage in addition to up to \$37.86 per month toward the family dental plan coverage and up to \$10.86 per month toward the single dental plan coverage for 9.5 months each year. (Employee pays the other 2.5 months for all coverages listed.)

Part-time employees regularly scheduled to work an average of at least 20 hours/week (except bus drivers): Effective April 1, 1989, a pro rata amount up to \$96.06 per month toward the single health plan premium based on the number of hours worked/2080 hours. (Example: employee working 20 hours per week for 12 months =  $1040/2080 = 50\% \times \$96.06 = \$48.03$  payable toward single premium.)

- B. Change of carrier: The Board may, from time to time, change the insurance carrier or self-fund health care benefits if it elects to do so, provided substantially equivalent or better benefits are provided. However, changing carriers shall not cause an increased employee contribution to the specified insurance. The Union shall be advised of any prospective change in carrier.



- C. No Claim: No employee shall make any claim against the District for additional compensation in lieu of or in addition to the cost of his/her coverage because he/she does not qualify for the family plan.
- D. Group long-term disability coverage will be provided for all employees (except bus drivers). The coverage shall be no less than is presently provided.

ARTICLE - MANAGEMENT RIGHTS

- L. The Board shall reserve the right to subcontract for goods and services as it deems necessary. However, prior to June 30, 1989, the District shall not subcontract any services now being exclusively performed by bargaining unit members.

ARTICLE - HOURS OF WORK

If a full-time custodian's normal work week includes a Saturday or Sunday, the custodian will receive 50¢ per hour extra for the weekend portion of his/her work week.

BUS DRIVERS' SALARY -- 1987-88

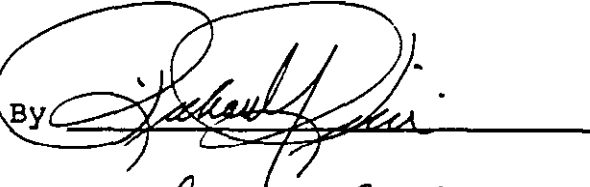
- 1. Base pay for A.M. and P.M. routes for 180 days... \$7,009
- 2. \$7.08 per hour for extracurricular driving with a maximum of \$70.82 per day. No clean-up time is allowed.  
  
A driver who is on an extracurricular trip and misses a regular A.M. or P.M. trip because of it shall not be paid for that portion of the missed A.M. or P.M. trip.
- 3. Tickets will be provided to the drivers for all extracurricular school athletic events.
- 4. Lodging costs will be paid on overnight trips per District policy upon prior approval of the Superintendent.
- 5. In the event an extracurricular trip is postponed or cancelled without notification to the assigned driver, the driver will receive \$7.08 for reporting for the assignments.
- 6. Shuttle, Late, and Kindergarten runs - \$14.56/day
- 7. Increase all of above rates by 4.0% effective July 1, 1988.

ARTICLE - WAGES

(Except Bus Drivers as set forth on proposal  
entitled Bus Drivers' Salary.)

Increase all wages 4.0% ATB effective July 1, 1987.  
Increase all wages 4.0% ATB effective July 1, 1988.

ON BEHALF OF SPRING VALLEY  
SCHOOL DISTRICT

By  \_\_\_\_\_

Date December 9, 1988

